

c. Shlosman and AD Medical deny any fraudulent act or knowledge thereof, any misrepresentation or knowledge thereof, and any other conspiracy, violation of the RICO statute, or unfair or deceptive act or knowledge thereof, and in no manner is this Agreement for Judgment to be construed as an admission or evidence of the truthfulness of any fact alleged in the Amended Complaint.

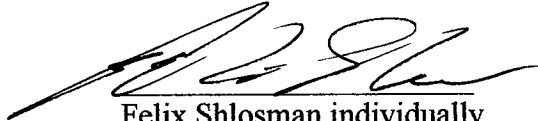
d. Nothing contained herein shall be construed as an admission of liability by either party, nor as evidence of any factual conclusion(s) or liability in any subsequent proceeding. The parties assert they have entered into this Agreement for Judgment and accompanying settlement agreement merely to avoid further potential litigation.

e. The counterclaims advanced by AD Medical and Shlosman shall be dismissed with prejudice and without costs.

f. Pursuant to Rule 54, Fed. R. Civ. P., this agreement for judgment may be entered as a final order as there is no just reason for delay. Entry of Judgment as requested will resolve all claims involving the undersigned defendants. The defendants are not subject to joint and several liability and there are no outstanding counterclaims or cross claims. Each party hereto waives all rights of appeal and costs. It is respectfully requested that the Court enter Judgment as requested and provide notice to the parties in the ordinary course.

Respectfully Submitted,

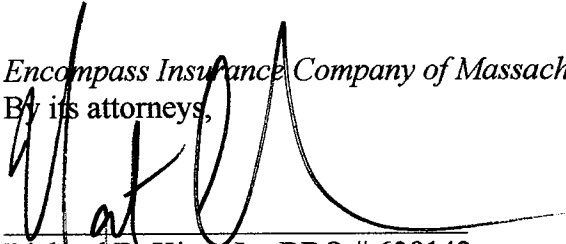
Felix Shlosman,



Felix Shlosman individually
and as duly authorized
representative of AD Medical
Services, Inc. d/b/a Middlesex
Physical Therapy and Lawrence
Physical Therapy

Respectfully submitted,

Encompass Insurance Company of Massachusetts,
By its attorneys,



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